

Newbridge Car and Van Rental Limited t/a Go Rentals
CONDITIONS FORMING PART OF CONTRACT HIRE AGREEMENT OVERLEAF
Customers Own Insurance - COI

1. The Hire Agreement

On signing the Hire Agreement the Hirer agrees to be bound by and accepts the terms and conditions as set out hereunder. It is important that you read the terms and conditions and if you do not understand any part thereof, please bring this to the attention of a member of staff who will explain it further. This Hire Agreement constitutes the entire Agreement between the Hirer and the Owner unless other documents have been appended hereto with the consent of both the Hirer and the Owner. In the event of such other documents being appended then the entire agreement shall mean the Hire Agreement and such appended documents.

2. The Hirer

This refers to the party who under this Hire Agreement has contracted to hire a vehicle, the property of the Owner.

3. The Owner

This refers to Newbridge Car and Van Rental Limited t/a **Go Rentals**

4. The Hire Period

This refers to the period noted on the Hire Agreement and beyond, whereby the Hirer agrees to hire a vehicle from the Owner and includes any extension of that period confirmed either verbally or in writing by the Hirer or a Hirers representative.

5. The Vehicle

This refers to any vehicle the property of the Owner which is hired by the Hirer pursuant to the terms of the Hire Agreement, also any subsequent vehicle which may be given out as a replacement in lieu of Hired vehicle in cases of repair/maintenance.

6. Insurance obligations of the Hirer

Insurance is NOT included with this agreement unless specifically noted on separate documentation.

The Hirer shall:

- Produce a valid driver's licence(s) for inspection by the Owner and maintain a valid driver's licence for the duration of the Hire Agreement.
- At all times while the Hire Agreement remains in force, keep the vehicle effectively insured against loss, destruction, theft or damage to the full value thereof under an unrestricted fully comprehensive insurance policy with such company as the Owner may approve and shall declare the Owner's interest and have same noted on the policy. The Owner reserves the right to hold such policy and insurers receipt in their custody while this Hire Agreement remains in force and the Owner reserves the right to request that the Hirer execute an Indemnity form in respect of the Hirer's own insurance policy.
- In respect of long term Hire Agreements the Hirer shall be liable to notify the Owner in advance of the annual renewal of the Hirer's insurance policy and shall submit copy valid driver's licence(s) and confirmation of proposed comprehensive insurance renewal for Owners approval. If approved the Owner reserves the right to hold such policy and insurers receipt in their custody while this Hire

Agreement remains in force and to request that the Hirer complete an Indemnity form in respect of the Hirer's own insurance policy.

- Not do or suffer to be done anything which would make the said insurance policy void or voidable and pay the premiums punctually when due.
- Keep all insurance documentation provided up to date and notify the Owner immediately of any amendments cancellations or renewals of policies where the Vehicle or Vehicles on hire are affected.
- Display a valid insurance disk or in the alternative a visible form of confirmation verifying that the current insurance policy or an insurance policy comprehensively insures the Vehicle.
- The Hirer shall comply with any claims damages which may occur, including but not limited to co-ordinating with, and assisting insurance companies, body repair facilities, brokers, assessors, and the Owner, as required, up to payment confirmation from either Hirer directly, or insurance company.
- In the event that the insurance arranged does not pay damages (to include all costs, loss of earnings, storage and other associated costs) to the Owner or any third parties entitled thereto and the Owner's insurers are required to pay them, the Hirer will have the responsibility to repay this amount and any other costs incurred in handling the claim on demand and the Hirer further agrees to fully cooperate and assist the Owner and its insurers in the investigation of any third party claim.
- In the event of any accidental damage to the Vehicle, whether the fault of the Hirer or not, **the Hirer shall immediately submit a completed accident form to the insurance company insuring the Vehicle and notify the Owner of such accident, along with confirmation of claim/reference number and value of the excess payable per claim. The Owner has the right to debit this excess amount immediately once the claim has been opened, alternatively the full damage is chargeable to, and payable by the Hirer directly.** Upon the expiration or termination of the Hire Agreement or the loss or destruction of or damage to the Vehicle, all benefits of and in the said insurance policy shall belong to the Owner if it so requires.

7. Use of the Vehicle

The Vehicle shall not be used:

- By anyone other than the Hirer named within the Hire Agreement. This restriction extends to restrict any named or other driver's permitted on the Hirer's insurance policy that are not identified to the Owner as a Hirer and even if so identified and approved by the Owner, such persons must also have fully comprehensive insurance cover whilst driving the Vehicle.
- By anyone without a full valid driving licence covering the class or use of the Vehicle rented within the terms of the Hire Agreement
- Or occupied by a greater number of persons than it is constructed to accommodate.
- Or driven by any person for carrying passengers for hire or reward or in any manner constituting a breach of any statute, regulation bye-law or order in force in the jurisdiction within which the Vehicle is driven.
- Without full comprehensive insurance cover in satisfaction of the insurance requirements of the within Hire Agreement which said obligation shall bind all Hirer's listed in said Hire Agreement.
- Outside of the jurisdiction of the Republic of Ireland and Northern Ireland without the previous consent in writing of the Owner.
- For any illegal purpose or in contravention of any legislation affecting the Vehicle, its use or construction.
- For hire or reward if the vehicle exceeds 3.5gvw unless a valid operator's licence is held and produced.
- To propel or tow any other vehicle or trailer without prior written permission of the Owner.
- To carry weight in excess of the legal payload permitted for the Vehicle.
- To tow any weight in excess of the Vehicle's gross vehicle weight towing capacity as per the manufacturer's specifications.
- To carry any animals.

- **To smoke in.**
- While under the influence of alcohol or drugs of any nature.
- While incapacitated by way of injury or otherwise.
- For racing, pace making or testing the Vehicle's reliability and speed.
- To teach any individual to drive.
- In any terrain for which the Vehicle was not designed which is likely to cause damage to the Vehicle.

8. Responsibilities of the Hirer

The Hirer shall:

- Hold a current valid driver licence for the period of this Hire Agreement.
- **Maintain the validity of the credit/debit card for duration of Hire, of which has been offered to the Owner at the Hire commencement stage, and shall notify the Owner if card details, expiry or validity changes.**
- **Notify the Owner if the credit/debit card details offered to the Owner has funds available which are less value than that of the total sum of the deposit and excess amount which may be applicable to any/all Hire damage claims**
- Inspect the Vehicle at the commencement of the Hire Agreement (prior to taking possession of the Vehicle) and return the Vehicle in the same condition as received. The Hirer will be deemed to have admitted that at the commencement of the Hire Agreement the Vehicle is in good repair and running order and further to have undertaken to return same together with all tools, spare wheel and all components and equipment fitted to or belonging to the Vehicle to the Owner in the same condition at the end of the Hire Period (fair wear and tear accepted)
- At all times keep the Vehicle and its component parts secured by lock and look after the said Vehicle and the keys.
- Undertake to drive and use the Vehicle in a skilful and careful manner at all times.
- Assume exclusive responsibility to the public and any regulatory body having jurisdiction therein in respect of the Vehicle for the duration of the Hire Period.
- Regularly check the oil and water levels of the Vehicle and other fluids as necessary to operate the Vehicle (including antifreeze as required) and be responsible for payment of all accounts for petrol, washing, valeting and topping up of oils between services.
- Check weekly the engine oil level, water level and radiator, washers and wipers, lights, wheel nuts and brake fluid level.
- At all times provide safe and proper accommodation for the Vehicle and pay all rent, rates and charges in respect of such accommodation. The Hirer shall notify the Owner forthwith of any change in the address at which the Vehicle is normally garaged.
- Make the Vehicle available to the Owner for inspection at any time on request for the Owner to inspect the Vehicle in order to ascertain its general condition and efficiency.
- Ensure that the condition of the Vehicle complies with the current Road Traffic (Construction and Use of Vehicles) Regulations 2003 and 2004 and any amendment thereto at all times during the period of the Hire Agreement.
- Ensure that the odometer of the Vehicle is not interfered with and immediately report to the Owner any failure of or error with the odometer and furnish to the Owner an accurate estimate of the mileage run by the Vehicle during any period that the odometer is defective. In the event of the Hirer failing to comply with this clause the Owner shall be entitled to estimate the mileage.
- Ensure that the Vehicle is properly maintained and serviced in accordance with the manufacturer's recommendations at the Owners premises or the premises of a dealer authorised by the Owner. If the Vehicle sustains damage due to neglect by the Hirer in ensuring that the Vehicle is properly maintained and serviced the Hirer shall be responsible to the Owner for the cost of restoring the Vehicle to a proper serviceable condition.
- Note that the Owner will be responsible for the payment of any accounts in respect of general servicing, repairs and normal tyre replacement. The payment of such accounts is made on invoice and must not under any circumstances be deducted by the Hirer from the monthly instalment charge for

the Hire Agreement. Where tyre replacements are due to damage, misuse or negligence of the Hirer or anyone authorised by the Hirer, the Hirer will be responsible for such replacements. Repairs in excess of €50.00 (fifty euro) must not be carried out without the prior authority of the Owner. The Hirer will be responsible for the cost of puncture repairs, windscreen repair/replacements and replacing broken glasses, lenses, lamps and other such fittings.

- By signing this Hire Agreement acknowledge liability as the owner of the Vehicle for the following:
 - Any charges and penalty charges incurred under the toll scheme pursuant to the Roads Act, 1993 to include barrier free tolls within the new e-flow policy now in force. All charges to be paid on return of the Vehicle if not already paid (short term Hire Agreements) or when invoiced on the previous monthly invoice run of the Owner (long term Hire Agreements).
 - Any fixed penalty offence committed by the Hirer or someone authorised by the Hirer with respect to the Vehicle and any charges incurred under the Road Traffic Acts, 1961 to 2006.
 - Any penalty charges for parking which may be incurred as a result of any bye-laws made pursuant to Section 36 of the Road Traffic Act, 1994.
 - Any charges made by Customs and Excise as a result of seizure of the Vehicle by them together with a loss of income charge whilst the Vehicle is unavailable for rental.
 - Any other offence committed pursuant to any other Road Traffic Order in effect within the jurisdiction of the country where the Vehicle is driven.

The Hirer shall not:

- Sell or offer for sale or otherwise deal with the Vehicle or any part or parts thereof or with any interest therein or with the Hire Agreement but will keep the Vehicle in his sole and exclusive possession.
- Permit anyone not authorised within the terms of the Hire Agreement to drive or take possession of the Vehicle.
- Permit anyone to carry out any work on the Vehicle without the express permission of the Owner. In the event that works are required on the Vehicle and the express permission of the Owner has not been granted, refunds will only be permitted up to a level of €50.00 on production of a valid original receipt, and approval by the Owner.
- Transport or permit to be transported any materials of a chemical or toxic nature or materials likely to cause damage to the Vehicle for example (but not limited to) concrete or paint.
- Drive the Vehicle in terrain which would cause excessive muck to gather on radiators or around the engine area of the Vehicle save that if with the Owners consent the Vehicle, the subject matter of the Hire Agreement, is intended to be used on off road terrain and all muck is washed from the Vehicle at the end of each hire day.
- Suffer or permit repairs, maintenance, servicing or other work to be carried out on or to the Vehicle except by a duly authorised Main Dealer with the prior approval of the Owner

9. Replacement “Relief” vehicle

If the Vehicle becomes unfit or unusable due to mechanical failure for a period of not less than 36 hours then the Owner will, upon application, provide a relief vehicle at the premises of the Owner and all the terms and conditions of this Hire Agreement shall apply to the relief vehicle as if it were the Vehicle but provided that the Owner shall be under no liability to provide a relief vehicle of the same cubic capacity, model, make or colour as the Vehicle described in this Hire Agreement. Relief vehicle facilities are only available during normal working hours: Monday-Friday 09.00-17.00 hours and not during Public Holidays. No deduction shall be made from the hire rent in respect of the period of substitution. The Owner shall not be required to supply a relief vehicle where the Vehicle has become unfit or unusable due to accidental damages or negligence on the part of the Hirer. The Hirer is obliged however to complete and sign a new Hire Agreement/Vehicle condition report with reference to the new substituted vehicle.

10. Indemnity

The Hirer agrees upon demand to indemnify, hold harmless and defend the Owner from all losses, claims, demands, liabilities, expenses or otherwise incurred directly or indirectly by the Owner (save where caused by the Owner) as a result of the Hire Agreement or as a result of the use, possession or operation of the Vehicle by the Hirer or any party authorised by the Hirer including but not limited to the following:

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- Claims by third parties made against the Owner
- Liabilities as a result of Government legislation in relation to fines, penalties, levies, charges or otherwise levied against the Vehicle in any jurisdiction.
- Any costs incurred by the Owner as the result of Government legislation requiring the fitting of any extras or additions to the Vehicle during the Hire Period under the Hire Agreement.
- All reasonable costs and expenses incurred by the Owner arising from any losses, liabilities, damages, injuries, claims or demands or otherwise levied against the Owner as a result of the Hire Agreement.
- Payment of all fines which may be imposed in respect of breaches of the Parking Regulations of any City, County or Urban Authority in the Republic of Ireland and Northern Ireland. If as a result of the Hirers failure to do so the Owner is required to pay such fines, the Hirer shall pay to the Owner the amount of such fines together with a service charge.

11. Licence of Vehicle

The Owner shall licence the Vehicle and retain custody of the registration book. The Owner shall be responsible for the cost of any such Duty/Tax on the Vehicle but in the event of the said Duty/Tax being increased or levied on the Vehicle or the running and use thereof, then the Hirer shall pay to the Owner such sums and will indemnify the Owner from the cost of such increases.

12. Damage

- If the Vehicle is damaged as a result of an accident whether the fault of the Hirer or not the Owner reserves the right to carry out the necessary repairs and the Hirer shall be responsible for the cost of such repairs including the cost of towing or conveying the Vehicle from the scene of the accident to the Owner's premises which costs shall include loss of earnings by the Owner while the Vehicle is not in use and such costs incurred in arranging a relief vehicle. The Hirer is obliged however to complete and sign a new Hire Agreement/Vehicle condition report with reference to the new substituted vehicle.
- The Hirer must notify the Hirer's insurers and advise the Owner of such notification in writing and the Hirer shall comply with any claims related to damages which may occur, including but not limited to co-ordinating with, and assisting, insurance companies, body repair facilities, brokers, assessors, and the Owner, as required, up to payment confirmation from either Hirer directly, or insurance company.
- Should the Vehicle be damaged to such an extent that in the opinion of the Owner it would not be economical to repair then the Vehicle shall be deemed to continue on hire until such time as the Owner has been paid for the cost of the damage involved.

13. Charges

Standard Charges

The Hirer agrees to pay the Owner the following charges: -

- The rental charge pursuant to this Hire Agreement
- Additional time charges for the Hire Period
- A refuelling charge in the event that the Vehicle is returned with a quantity of fuel in the tank which is less than that in the tank at the time of collection with said cost to be based on the fuel prices on the day of return of the Vehicle

- Any appropriate mileage or other charges at the rates referred to in this Hire Agreement or from time to time in force
- The full cost of uninsured damage to or loss of the Vehicle
- Any amount in respect of which the Hirer is required to indemnify the Owner pursuant to the terms of this Hire Agreement
- Any charges for additional tax or duty levied on the Vehicle as a result of the Hirer's requirements.

Additional Charges

The Hirer agrees to pay the Owner the following additional charges: -

- All fines imposed and legal costs incurred for parking, traffic or other offences to include road tolls, bus lane fines, speeding fines or otherwise levied against the Vehicle, the Hirer or any person authorised by the Hirer to use the Vehicle until same is returned
- All reasonable costs and fees incurred by the Owner in processing or dealing with any such fines as listed above
- Any costs or fees incurred by the Owner in recovering any payment from the Hirer pursuant to the terms of the Hire Agreement
- A late return fee in the sum of one day's hire cost pursuant to the hire cost of the within Hire Agreement to be charged initially if late on the specified day of return and every day thereafter
- Any costs or fees incurred by the Owner in having the Vehicle valeted as a direct result of the Vehicle being returned by the Hirer in a state not fit for immediate hire.
- With regard to long term Hire Agreements, the costs of additional mileage/kilometres which exceed the agreed mileage allowance per day/week/month. The Hirer agrees to discharge such charges for any excess mileage/kms, daily/weekly/monthly, at the rate per mile/kilometre as was agreed by the Hirer and the Owner at the outset of the Hire Agreement. The Hirer agrees to make available the Vehicle at any time on the Owners request to permit the Owner to inspect the Vehicle and monitor use of the mileage/kilometre allowance.
- In the event of damage to, loss or theft of the Vehicle or any part or component part thereof howsoever caused (unless at the fault of the Owner) then
 - Full market value of the repair or replacement of the Vehicle
 - Towing storage and impounding fees
 - Loss of revenue based on the Owners loss of income from the Vehicle up to settlement or resolution at the daily hire rate set out in the within Hire Agreement
 - Reasonable administration fees incurred by the Owner
 - Reasonable sums for the diminishment of value of the Vehicle
 - Cost of repair or replacement of any component part of the Vehicle to include damage caused by outside influences for example but not limited to damage to radiators and engines caused by excessive mud and/or damage to the interior caused by carrying items such as concrete or paint
 - All Value Added Tax or any other Government Tax being applied to the rent or any other charges as specified in this Hire Agreement
 - Cost of delivering a replacement key to the Hirer if lost by the Hirer to include cost of obtaining replacement key (parts, coding and labour) and postage/courier charges.

Any deposit held for early lease termination may NOT be refundable if the terms of this contract have been breached.

The Hirer agrees that the total charges can be debited from the Hirer's held deposit, or credit or debit card details of which have been supplied to the Owner in advance of commencement of the Hire Agreement by way of security. The Owner agrees to endeavour to notify the Hirer of the total of the final charge amount to be debited from the Hirer's held deposit, or credit or debit card and confirms that all charges are subject to an audit if necessary.

14. Withdrawal of the Vehicle

The Owner may from time to time withdraw the Vehicle supplied under this Hire Agreement and substitute another vehicle of the same or later equivalent model, and equal or lower mileage. The terms and conditions of the Hire Agreement will apply to the substituted vehicle. The Hirer is obliged however to complete and sign a new Hire Agreement/Vehicle condition report, with reference to the new substituted vehicle. Any deposit held for early lease termination may NOT be refundable.

15. Vehicle involved in an accident/stolen

In the event that the Vehicle is stolen or involved in an accident the Hirer must

- report the incident immediately to the Owner by phone or in person whichever can be the sooner, and in writing as soon as is reasonably possible
- notify the Hirer's insurers and advise the Owner of such notification in writing and the Hirer shall comply with any claims related to damages which may occur, including but not limited to co-ordinating with, and assisting, insurance companies, body repair facilities, brokers, assessors, and the Owner, as required, up to payment confirmation from either Hirer directly, or insurance company.
- report the incident to An Garda Síochána as soon as reasonably possible
- return the keys to the Owner as soon as reasonably possible
- collect all information to include licence plate numbers, names and addresses of all persons involved and all witnesses to the incident and insurance details and notify same in writing to the Owner
- pay the Excess amount, as per confirmation via Hirers insurance company/broker, immediately at time of reporting the incident
- pay the Towing storage and impounding fees
- pay for the loss of revenue based on the Owners loss of income from the Vehicle up to settlement or resolution at the daily hire rate set out in the within Hire Agreement
- pay reasonable administration fees incurred by the Owner
- agree to provide assistance to the police, the insurers, any legal representative and the Owner in relation to any proceedings in connection with the incident
- indemnify the Owner against all costs, liabilities, actions, claims, damages or demands which are not recoverable under the Hirer's insurance

16. Ending the Agreement

Without prejudice to any other rights and remedies, the Owner may without any previous notice terminate the Hire Agreement in any of the following events

- If the Hirer shall knowingly have made any false statement or withheld any material information in order to induce the Owner to enter into the Hire Agreement.
- If default shall be made by the Hirer in paying any instalment of rent for two days after it shall have become due (whether legally demanded or not).
- If the Hirer shall commit any breach of any other obligation on the part of the Hirer herein contained.
- If any distress for rent, rates or taxes shall be levied or threatened to be levied on the goods of or against the Hirer.
- If any process or execution for judgement debts shall issue or be threatened to be issued against the Hirer.
- If the Hirer shall make or attempt to make any arrangement or composition with creditors or being a company shall go into liquidation whether compulsory or voluntary or if a receiver of its assets shall be appointed or being an individual or being a firm any partner or principal therein shall become bankrupt.

- If the Hirer shall do or cause to be done or permit or suffer any act or thing whereby the Owner's rights in the Vehicle may be prejudiced or put in jeopardy.
- If the Vehicle is lost or stolen and is not recovered after 48 hours or is destroyed or is damaged to such an extent that in the opinion of the Owner it is not economic to repair the same.
- Should the Hire Agreement be terminated the Owner may at any time thereafter retake possession of the Vehicle and may remove the same from any property where it shall be then kept and for this purpose may enter into or upon such property and seize and carry away the Vehicle and use all such lawful force as shall be necessary to effect this object and the termination of the Hire Agreement under this Clause shall not affect the right of the Owner to recover from the Hirer any monies due to the Owner under this Hire Agreement or damages for breach thereof. At the termination of this Hire Agreement for whatever cause all of the terms of this Hire Agreement shall apply in relation to the Vehicle, including in particular the Hirer's obligation to keep the Vehicle insured, until such time as the Vehicle is returned to the Owner.
- In the event of the Vehicle being repossessed by the Owners pursuant to the terms of the within Hire Agreement, the Hirer acknowledges and confirms that they have no right to compensation in this regard. In the event that the Hirer continues to operate the Vehicle after the right to do so has been terminated, the Hirer agrees that the Owner will have the right to notify An Garda Síochána that the vehicle has been stolen and the Hirer acknowledges that the Owner will have no further liability arising from any such notification.
- Any time or other indulgence granted by the Owner shall not affect the strict rights of the Owner under this Agreement.
- **The Hirer may terminate this Hire Agreement by giving the Owner one months notice in writing. Should the Hire Agreement be terminated by either party the Hirer must pay to the Owner all monies due at date of termination, together with a sum equal to half (½) of the remaining rent to a maximum of 12 months rent and a minimum of one month's rent.**
- At the end of the contract the Vehicle should be returned to the premises of the Owner by the Hirer, unless expressly confirmed by the Owner that collection would be included at lease termination.

17. Governing Law Jurisdiction

This Hire Agreement is governed by and construed in accordance with the laws of Ireland and all disputes arising out of or in connection with this Hire Agreement shall be subject to the exclusive jurisdiction of the Irish Court. For the purposes of clarification Ireland or the Republic of Ireland excludes Northern Ireland

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